

## REMARKS

Applicant submits this Amendment and Response to the Office Action mailed May 11, 2010. Applicant is filing a Request for Continued Examination and a two-month extension of time concurrently herewith.

At the outset, it is noted that all of pending claims 1-3 and 5-10 are rejected as being indefinite. Applicant submits that the foregoing amendment to the claims resolves any perceived ambiguity. The “standard value” language has been removed to eliminate any perceived inconsistency in the claim language.

After careful consideration and contemplation of the recent Office Actions in connection with the present application, Applicant believes that there is a fundamental misunderstanding of the invention. The term “value” as it is used in the claim language to describe a value index is a subjective or qualitative term. As described in the patent application, the term “value” is a comparative term that is used to score or evaluate a particular health insurance product. Its use in connection with the current method is as a tool for comparing alternative and standard health insurance products. As such, the value index is a number that assesses the amount of health insurance coverage for the money. Stated similarly, value and the claimed value index scores the quality of a health insurance product for the price. The value index does not have any unit of measure. The value index is not a monetary figure such as dollars. It is nothing more than, as claimed, the ratio of an expected premium of a health insurance product, as compared with a standard premium of a health insurance product, to the actual premium of the alternative product. The ratio that is the value index can then be used as a tool to compare the alternative and standard health insurance products.

Accordingly, it is this subjective or three-dimensional definition of “value” and its use in claim 1 that must be compared with the prior art Ryan and Buckner references that have been combined for the substantive rejection of this application.

Turning first to Ryan, it is clear from the face and discussion of Ryan that any reference to the term “value” in Ryan is as a one-dimensional cash value. Stated another way, the term “value” in Ryan has a unit of dollars attached to it throughout. Nowhere is there a subjective, comparative use of term “value” as currently claimed. Similarly, the Buckner reference uses value simply to quantify the actuarial results that it is reporting therein. Those actuarial results have units in terms of, for instance, mortality (years). As with Ryan, Buckner has no subjective or three-dimensional use of any term as the “value index” is presently claimed. Accordingly, nowhere does either Buckner or Ryan disclose or describe a value or value index as claimed in the present application. Without any identification of value, i.e., quality for the price, there is no disclosure in or combination of Ryan and/or Buckner that can equal the claimed invention.

Applicant additionally and alternatively reemphasizes the fundamental subject matter differences between the current invention and the cited Ryan and Buckner references. The methods and system of the present invention are completely different from the methods and systems described in Ryan and Buckner. Ryan is simply a system for identifying universal life policies appropriate in lieu of a mortgage down-payment. Buckner is simply a system to assist life insurance companies in pooling data to create a better numerical basis for pricing. Nowhere is there disclosed any comparison that is relevant to the value index comparison that is created and used in the current invention for comparing health insurance products. The non-analogous subject matter of the current invention versus the subject matter of the prior art is profound:

- Ryan and Buckner both relate solely to the subject matter of life insurance.

Life insurance is in its very definition a multi-year contract or investment vehicle. The claimed invention relates solely to health insurance which is with rare exception purchased for a one-year term and never for life.

- Ryan and Buckner relate to life insurance which is generally purchased as an individual product and is evaluated as an individual product. The current invention relates solely to health insurance that is most often purchased as a group product and includes many features that pertain explicitly to the resulting group dynamics.

- Life insurance provides indemnification for a single, discrete, catastrophic and unpredictable event - - the death of a policy holder. The current health insurance invention is a services-incurred or prepaid policy that covers a wide variety of services large and small, predictable and unpredictable - - the continuing, healthy life of a policy holder.

- Life insurance directly indemnifies a beneficiary. Health insurance makes payments to providers of health care services other than the beneficiary.

- The concept of cost sharing of covered benefits is an irrelevant and inapplicable concept in life insurance as described in Ryan and Buckner. Cost sharing features are typical and expected in health insurance products.

Certainly, there are numerous additional distinctions between the entirely different industries of life insurance and health insurance. The unfortunate but common nomenclature of “insurance” is entirely inaccurate when referring to the different products that are life insurance and health insurance.

In summary, for any or more of the foregoing reasons, the cited Ryan and Buckner references do not disclose any method for comparing health insurance products or for

calculating a three-dimensional value index for use in comparing health insurance products. For at least these reasons, claim 1 is patentable over the cited Ryan and Buckner references.


For the sake of completeness, Applicant notes that dependent claims 2, 3, and 5-10 are allowable over the prior art for the reason already described herein. Moreover, the health insurance specific subject matter of, for instance, claims 6-8 are nowhere disclosed and would not and could not be disclosed in the entirely different subject matter of the cited references. Further, while the Office Action identifies claim 6 as being rejected as unpatentable over the combination of Ryan and Buckner, there is no specific explanation or justification for that rejection. Applicant may only assume that the health insurance specific nature of the subject matter of claim 6 should be allowable over the cited references.

For one or more of the foregoing reasons, Applicant submits that the rejection of claims 1-3 and 5-10 is traversed. Favorable action is requested thereon.

However, in the event that additional extensions of time are necessary to allow consideration of this paper, such extensions are hereby petitioned under 37 CFR § 1.136(a), and any fee required therefore (including fees for net addition of claims) is hereby authorized to be charged to Deposit Account No. 50-2127.

Respectfully submitted,

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